

Exhibit 1-A

Farrell Claim No. 283

IN THE CIRCUIT COURT AND 20TH JUDICIAL DISTRICT
IN AND FOR LEE CO. FLORIDA

**PATRICK LORNE FARRELL©,
Plaintiff, possessor, Droit-Droit,
vs. G.M.A.C.; WELLS FARGO;
IMPAC SECURED ASSETS, et al
Defendants**

CASE NO.07-CA-14942

FILED LEE CO. FLORIDA
CLERK OF COURT
2012 JUL 11 AM 10:52
D.C.

PLAINTIFF'S NOTICE OF FRAUD, COPYRIGHT INFRINGEMENT FOR \$500,000

1. Plaintiff incorporates, by reference, as if fully stated herein, the entire case filings.
2. Plaintiff received in the mail a NOTICE OF FLOOD INSURANCE PLACEMENT on July 10th.
3. This is an act of Fraud by an entity working with defendant GMAC, called;
4. QBE SPECIALTY INSURANCE COMPANY--THROUGH PROGRAM MANAGER
SOUTHWEST BUSINESS CORPORATION --9311 SAN PEDRO, SUITE 600
SAN ANTONIO, TX. 78216.
5. Plaintiff hereby charges this company and GMAC for COPYRIGHT INFRINGEMENT and
demands payment of \$500,000, pursuant to COPYRIGHT AGREEMENT filed in JAN 2008.
6. Plaintiff "closed" on the subject property in OCT 2005, where Mortgage Fraud was enjoined.
7. Plaintiff had, and paid for, flood insurance in 2006 and 2007 at a cost of \$350 per year.
8. In JAN 2007 GMAC, illegally "forced placed insurance" at a cost of \$3,500 per year, and made
it retroactive, and illegally charged Plaintiff for 2006 and continuing to 2007.
9. Plaintiff filed this suit in NOV 2007, due to Mortgage Fraud and forced placed insurance,
exactly the same as this criminal organization is doing herein.
10. In JAN 2008, Plaintiff filed his "SOVEREIGNTY DOCUMENTATION" which included;
11. COMMON LAW COPYRIGHT AGREEMENT- punishes unauthorized use of my NAME.
12. Therein, adequate notice was given to all parties, as to Plaintiff's Creditor status.
13. Anyone who puts the title PATRICK FARRELL© on a piece of paper, in an attempt to charge
said title an amount of money, or move equity in any way shape or form, gets sued for
COPYRIGHT INFRINGEMENT for the amount of \$500,000.
14. Take NOTICE of the ATTACHED filing in related case 07-CA-16767.
15. In June 2009, GMAC sent an official letter to Plaintiff, stating they did in fact overcharge
Plaintiff, and that they [GMAC] would send Plaintiff a refund of \$7,128.



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JUL 16 2012

KURTZMAN CARSON

16. Plaintiff has sustained all attempts to foreclose on subject property due to this status.
17. If your lawyer brain, doesn't understand this, that is your problem not mine.
18. I AM Sovereign, and a SECURED PARTY CREDITOR not a debtor.
19. GMAC filed bankruptcy and Plaintiff was sent his Claim forms for settlement.
20. On the NOTICE in question, various Frauds are stated to enjoin the bogus insurance charge.
21. Plaintiff is NOT a borrower, Plaintiff is a creditor to a Security. SEE ANSWER attached.
22. GMAC is NOT the lender, creditor, mortgagee and does not have a valid claim in this case.
23. GMAC is a bogus loan servicer for a bogus MBS, that never formed, and went out of business on JAN 23,2006, BEFORE GMAC allegedly became a "loan servicer" in MARCH 2006.
24. This QBE SPECIALTY INS. CO. is a blatant fraud, with no standing.
25. The United States Attorney's Office and the FEDERAL RESERVE have BOTH agreed with Plaintiff, that GMAC has committed numerous Frauds and were sued by the U.S.A. and engaged in Consent Orders with the FED, that "forced placed insurance" by GMAC was a Fraud and they were punished for doing so against Plaintiff and millions of homeowners, because of two things;
26. The homeowner already had insurance, and
27. The forced placed insurance charge was for 10 times the amount the homeowner paid.
28. This continued Fraud violates the CONSENT ORDER that defendant GMAC has with the FED, and the lawsuit by the USA that has settled these issues, leaving only an amount of Compensation to be deduced and given to Plaintiff to settle this issue.
29. **SUMMARILY**, Plaintiff charges GMAC and QBE for \$500,000, COPYRIGHT INFRINGEMENT, and any other costs to litigate, plus \$500 per hour for my time.
30. **"BY INFORMATION, LAW, FACTS, LEGISLATION AND BELIEF"**
31. I believe that the defendant banks have committed crimes that have caused the suffering of homeowners and non-homeowners alike through lying, cheating, stealing and forging documents that were improperly recorded with county recorders offices.
32. I believe that the suffering of the citizens of our nation is the most heinous crime against humanity since Hitler. I believe that the Foreclosures should stop.
33. I believe that the five million plus Foreclosures should be reversed.
34. I believe the homes lost should be restored to the rightful owner.
35. I believe that if there is a windfall it should fall to the homeowner and not the banks.

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36. I believe the banks lied to us when they said they had lost money on the loans just to get bailouts.
37. I believe that the sources of the funding on the subject "Loan" are mostly gone now; [GMAC, COUNTRYWIDE, IMPAC FUNDING, IMPAC SECURED ASSETS-2005-2] and that the only thing left is a web of bets whose volume is ten times the volume of all the currency in the world.
38. I believe the government is allowing the mega banks to maintain false balance sheets, nonexistent assets based upon loans that never existed or were extinguished through E.E.S.A. and T.A.R.P.
39. I believe the loans were paid off and the investors were paid off.
40. I believe that the mortgages were never valid as they were never attached to a valid note.
41. I believe the creditors have long since left the scene and that Foreclosures are a huge farce whose play is an act of treason against our nation and could be construed as an act of war by other countries if they deem the actions of the Wall Street banks as the acts of our government which was clearly complicity in this crime.
42. So my mission is nothing less than getting to the truth, allowing the mega banks to fail [GMAC Bankruptcy] since their balance sheets are pure fiction.
43. My mission is to provide an adaptive environment allowing homeowners to keep their homes without risks of attack based upon a foreclosure by entities with whom they never did any business. To do this my strategy is to educate as many people, judges and lawyers as to the truth about the securitization scam, and force any forecloser to present evidence in the same way and under the same rules as has been required for centuries.
44. I believe that faced with this prospect they will give up in many cases and modify or revoke the mortgages to match with the reality of the marketplace. In either case there is not nor ever was any merit to their representations to the courts, trustees, or administrative agencies.
45. It is my hope that lawyers from across the land will perceive the profound injustices that are perpetrated upon the American public every day by banks and servicers who did not make or purchase a loan with the borrowers they are attacking, corrupting our markets and government records forever. I pray lawyers will be motivated to see the merits of challenging the pretender lenders, the need to do justice, the need to restore confidence in our justice system, and the opportunity to earn significant income from this endeavor.

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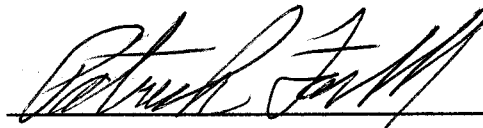
JUL 16 2012

KURTZMAN CARSON

CERTIFICATE OF SERVICE

I HEREBY CERTIFY, that a true and correct copy has been sent to the following, by Mail,

1. BRADLEY ARANT-100 N. TRYON St. #2690-CHARLOTTE, NC 28202
2. QBE SPECIALTY INS CO-9311 SAN PEDRO, SUITE 600-SAN ANTONIO,TX. 78216.
3. ERIC HOLDER- USDOJ 950 Pennsylvania Avenue, NW Washington, DC 20530-0001
4. Jennifer J. Johnson Secretary-Board of Governors of the Federal Reserve System
20th Street and Constitution Avenue, NW -Washington. DC 20551
5. GMAC Mortgage, Inc.c/o Mr. Thomas F. Marano-Chairman & Chief Executive Officer
Residential Capital, LLC-1177 Avenue of the Americas-New York, NY 10036
6. ResCap Claims Processing Center-c/o KCC-2335 Alaska Ave-El Segundo, CA 90245
7. Office of the United States Trustee-Tracy Hope Davis- 33 Whitehall St 21st Fl, Region 2
New York, NY 10004-2111
8. Counsel to the Comm. of Unsecured Creditors- Kramer Levin Naftallis & Frankel LLP
1177 6th Avenue New York, NY 10034



Patrick Lorne Farrell

**in Propria Persona-Attorney In Fact/ Sovereign/Secured Party Creditor
signed "without the united states" and without prejudice/UCC 1-308**

UCC-1 Filing # 2007-356-2344-8 [12/22/07]-Wash. St. -DOL-

2904 NW14th Terrace-Cape Coral, Fl. 33993

JULY 11, 2012

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JUL 16 2012

KURTZMAN CARSON

GMAC Mortgage

PO Box 4025
Coraopolis, PA 15108-6942

Date: 07/05/2012

NOTICE OF FLOOD INSURANCE PLACEMENT

ITEM 1: BORROWER

0000291-0001427 GMACP 001 1 944649

000305 - 001495
PATRICK FARRELL
2904 NW 14TH TER
CAPE CORAL, FL 33993-4807

QBE SPECIALTY INSURANCE COMPANY
THROUGH PROGRAM MANAGER
SOUTHWEST BUSINESS CORPORATION
9311 SAN PEDRO, SUITE 600
SAN ANTONIO, TX 78216

NAMED INSURED LENDER (MORTGAGEE)

GMAC Mortgage, LLC
P.O. BOX 4025
CORAOPOLIS, PA 15108-6942

ITEM 2: COVERAGE PERIOD
FROM TO
07/01/2012 07/01/2013

ITEM 3: COVERAGE PROVIDED:

REFERENCE NUMBER: 5901
MASTER POLICY NUMBER: 0001-0003
CERTIFICATE NUMBER Y0275487
LOAN NUMBER: [REDACTED] 4301

COVERAGES AMOUNT OF INSURANCE
Structure: \$250,000.00

TOTAL INSURANCE COVERAGES:
INSURANCE CHARGES: \$3,400.00
STAMPING/SERVICE FEE: \$0.00
SURPLUS LINES TAX: \$102.00
TOTAL: \$3,502.00

DEDUCTIBLE: \$1,000 or 1%, whichever is greater

ITEM 4: PROPERTY ADDRESS
2904 NW 14TH TERRACE
CAPE CORAL FL 33993

Flood Zone: AE
Map Panel Number: 12071C-0245-F
Map Date: 09/11/2008

Dear Customer:

This letter is to inform you that we have purchased flood insurance protecting our interest in your property, as required by federal law and the terms of your Mortgage or Deed of Trust, as we have not received a copy of a valid flood insurance policy on your property.

You were previously notified that flood insurance was required on your property. Various options were explained to you to avoid incurring charges for lender placed insurance.

Consequently, we have insured your property for the amount \$250,000.00 expiring on 07/01/2013. As referenced in our previous letter, the annual premium of \$3,502.00 will be charged to you. The charges for this insurance, and any state imposed fees, would be paid from your escrow/impound account. If you do not have an escrow/impound account, one may be established.

The coverage amount placed on your loan would be based on the replacement value, which we believe is coverage A of the last homeowners policy you purchased. If we do not have this information, the coverage amount will be based on the

QBE SPECIALTY INSURANCE COMPANY

THROUGH PROGRAM MANAGER
SOUTHWEST BUSINESS CORPORATION
9311 SAN PEDRO, SUITE 600
SAN ANTONIO, TX 78216

EVIDENCE OF FLOOD INSURANCE

NOTICE: THIS EVIDENCE OF FLOOD INSURANCE IS ISSUED PURSUANT TO A MASTER POLICY THAT ONLY PROVIDES COVERAGE FOR THE PERIL OF FLOOD AS DEFINED IN THE MASTER POLICY. THERE IS NO COVERAGE FOR PERSONAL PROPERTY OR LIABILITY.

Certificate Number: Y0275487

Master Policy Number: [REDACTED] 0003

Certificate Period: Effective Date: **07/01/2012** Expiration Date: **07/01/2013**
(At 12:01 AM Standard Time at the address of the Named Insured shown above.)

Borrower/Mortgagor
PATRICK FARRELL
2904 NW 14TH TER
CAPE CORAL, FL 33993-4807

Described Location/Insured Property
2904 NW 14TH TERRACE
CAPE CORAL FL 33993

Co-Borrower/Co-Mortgagor

PROPERTY TYPE:
RESIDENTIAL

Coverages and Limits of Insurance:

Coverage A Building Property:	\$250,000.00
Coverage B Personal Property:	NOT COVERED
Coverage C Other Coverages:	As Described in Master Policy (Included Within Coverage A Limit of Insurance)
Coverage D Increased Cost of Compliance:	Up to \$30,000 (In Addition to the Coverage A Limit of Insurance)
Coverage E Mortgagors Additional Living Expense:	Up to \$2,500 (In Addition to the Coverage A Limit of Insurance)
Deductible	\$1,000 or 1%, whichever is greater (Applicable to All Coverage Except as Stated Below.)

All limits of insurance shown above are subject to the Maximum Limits of Insurance shown on the Declarations Page of the Master Policy. The deductible is not applicable to III.C.2., Loss Avoidance Measures, III.C.3. Condominium Loss Assessments, or III.D. Increased Cost of Compliance of the Master Policy.

Lender/Mortgagee:
GMAC MORTGAGE, LLC
INSURANCE SERVICE CENTER
P.O. BOX 4025
CORAOPOLIS, PA 15108-6942

Premium:	\$3,400.00
Other Fee:	\$0.00
Expense Fee:	\$0.00
Surplus Lines Tax:	\$102.00
Stamping Fee:	\$0.00
Total Due:	\$3,502.00

This Evidence of Flood Insurance does not amend, extend, or alter the terms and conditions of the Master Policy, except that it does set forth the Certificate Period, Mortgagor, Co-Mortgagor, Mortgagee, Described Location, Limits of Insurance, Deductible, and Premium and is binding on you and on us. If RESIDENTIAL is shown as the property type above, then the Dwelling Form is applicable to the Master Policy. If COMMERCIAL is shown as the property type above, then the General Property Form is applicable to the Master Policy. For a complete copy of the Master Policy, please contact your lender.

FOR CUSTOMER SERVICE, PLEASE CALL (800) 256-9962

TO REPORT A CLAIM, PLEASE CALL (866) 476-8399

INSTRU # 2008000151362, Pages 4

Doc Type NOT, Recorded 06/06/2008 at 11:11AM,
Charlie Green, Lee County Clerk of Circuit Court
Rec.Fee \$35.50

Deputy Clerk LAMBROSIO #1

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL DISTRICT
IN AND FOR LEE COUNTY FLORIDA

WELLS FARGO BANK
plaintiff
v.
PATRICK FARRELL
defendant

case no.07-CA-16767

JUDGE
LYNN GERALD

DEFENDANT PATRICK FARRELL'S NOTICE OF FILING

2008 JUN 30 PM 12:42
FILED IN 2008
BY [Signature]
CLERK OF CIRCUIT COURT
LEE COUNTY, FLORIDA

Common Law Copyright Notice

Common Law Copyright Notice: All rights reserved re; common-law copyright of trade-name/trademark, **PATRICK LORNE FARRELL©** as well as any and all derivatives and variations in the spelling of said trade-names/trademarks – Copyright 1971, by ‘Patrick Lorne Farrell’. Said trade-names/trademarks, ©, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of ‘Patrick Lorne Farrell’ as signified by the Blue-ink signature of ‘**Patrick Lorne Farrell**’, hereinafter ‘Secured Party.’ With the intent of being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party’s signature in Blue-ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of ‘**PATRICK LORNE FARRELL©**’, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. “**PATRICK LORNE FARRELL ©**” nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. “**PATRICK LORNE FARRELL ©**” in Hold-harmless and Indemnity Agreement No. **HHIA-080619535666PLF** dated the **22nd Day of the 12th Month in the Year of Our Lord Two-Thousand and Seven** against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Self-executing Contract / Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally “User,” consent and agree that any use of ‘**PATRICK LORNE FARRELL ©**’, other than authorized use as set forth above; constitutes unauthorized use of Secured Party’s copyrighted property and contractually binds User. This Notice by Declaration becomes a Security Agreement wherein User is a debtor and ‘**Patrick Lorne Farrell**’ is Secured Party,

and signifies that User: (1) grants Secured Party a security interest in all of User's property and interest in property in the sum certain amount of \$500,000.00 per each trade-name/trademark used, per each occurrence of use (violation/infringement), plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of, '**PATRICK LORNE FARRELL©**'; (2) authenticates this Security Agreement wherein User is debtor and 'Patrick Lorne Farrell' is Secured Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing Users contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement wherein User is debtor and '**Patrick Lorne Farrell**' is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraph "(3)," as well as in paragraph "(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," with full authorization and power granted Secured Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use:

Payment Terms: In accordance with fees for unauthorized use of **PATRICK LORNE FARRELL©** as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice," itemizing said fees, is sent.

Default Terms: In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate.

Terms for Curing Default: Upon event of default, as set forth above under "Default Terms," irrespective of any and all of Users former property and interest in property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full.

Terms of Strict Foreclosure: User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: 'Patrick Lorne Farrell', Autograph Common Law Copyright's 1987.

Record owner: Secured Party / creditor name autographed common-law copyright:

Copyrighted Date 1971, 2008 P.A.

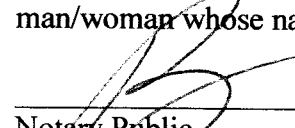
Without Prejudice/Without Recourse


Secured Party
in behalf of PATRICK LORNE FARRELL©, Ens legis

ACKNOWLEDGEMENT

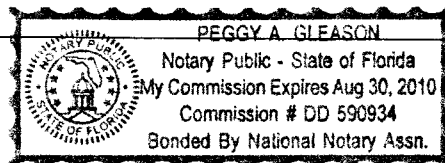
County of Lee)
) Scilicet
FLORIDA state)

SUBSCRIBED TO AND SWORN before me this 3rd day of June, A.D.
2008 a Notary, that Patrick Farrell, personally appeared and known to me to be the
man/woman whose name subscribed to the within instrument and acknowledged to be the same.


Notary Public

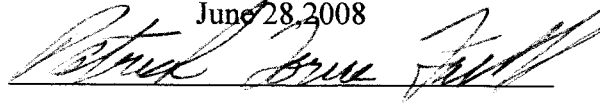
My Commission expires _____

Seal;



I HEREBY CERTIFY that the foregoing is a true and correct and have sent true
and correct copies to current legal counsel for the defendants.

June 28, 2008

A handwritten signature in black ink, appearing to read "Patrick Farrell", is written over a horizontal line.

without prejudice/UCC 1-207

Patrick Farrell/Plaintiff/in Propria Persona/

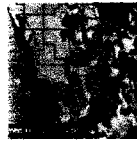
Sui Juris/Sovereign/Secured Party Creditor

UCC-1 Filing # 2007-356-2344-8 [12/22/07]

2904 NW14th Terrace-Cape Coral, Fl. 33993

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9:46 AM EDT
Wednesday, July 11, 2012

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Florida tops the nation in force-placed insurance

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By Julie Patel, Sun Sentinel
July 8, 2012

Florida led the country in its share of force-placed insurance premiums the past three years, including 35 percent, or \$1.2 billion, in 2011 — more than three times the amount sold in the next-largest state, California.

That's according to sworn testimony provided last month for the United States Judicial Panel on Multidistrict Litigation.

Florida has one of the country's highest numbers of foreclosures, and most people stop paying insurance premiums when they default on mortgage payments. That means a lot of policies are imposed on consumers without coverage.

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Force-placed insurance protects lenders against possible losses on property they've loaned money for, Florida Insurance Commissioner Kevin McCarty said.

Video: Human remains found in Davie, Coconut Creek

But the coverage has drawn scrutiny from him and federal regulators because the prices often are much higher than policies sold directly to consumers. Many force-placed policies are sold by insurers with unregulated rates or with agreements to provide lucrative commissions or other perks to companies that manage consumers' loans and impose the insurance — a potential conflict of interest, according to consumer advocates.

"That's something that needs to be investigated," McCarty said Friday.

McCarty said he expects to hold a rate hearing after American Security, one of the state's two largest lender-placed insurers, proposes rates later this year. He said Balboa Insurance, the other large company, reduced rates by 15 percent in 2010, lowering premiums by \$37 million, in response to an order from his office.

"We're taking care of business," he said. As president of the National

DON'T MISS THESE



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ADS BY GOOGLE

Auto Insurance Quotes

Esurance Drivers Save Hundreds. Buy Your Policy Online in Minutes!
www.esurance.com

Discount Home Insurance

Get Discount Home Insurance Quotes Online - Plans from \$30 / Month!
Discount-Home-Insurance.org

Whole Life Insurance

Get The Best Life Insurance Quotes Within Your Budget In 24 Hours!
www.SelectQuote.com

Association of Insurance Commissioners, McCarty also has ordered a hearing next month in Atlanta on force-placed coverage.

Problems with force-placed coverage are exacerbating the mortgage meltdown, experts say. Lenders or companies that manage the loans profit while the borrower either pays the bill or goes into foreclosure and leaves entities that own the loans to pay the premiums. The biggest loan owners are taxpayer-backed Fannie Mae, Freddie Mac and the Federal Housing Administration; they hold about 90 percent of all new residential loans.

Fannie Mae issued new rules intended to reduce rates, and is shopping for an insurer that could provide all of its force-placed coverage at a cheaper rate, according to spokesman Andrew Wilson.

Insurers and mortgage managers say force-placed policies are imposed after customers fail to show proof of coverage, and the customers can replace the forced coverage with other insurance at any point. In addition, imposed coverage can cost more, because the insurers must accept all risks, and they can't provide discounts

because they don't evaluate individual homes' risk when calculating prices.

The policies should cost less because they typically exclude coverage offered by most homeowners and the insurers don't have to pay agent commissions and advertising or customer service costs to attract and keep policies, said David "Birny" Birnbaum, a former insurance regulator in Texas who is now an economist and consumer advocate with the Center for Economic Justice in Texas. Birnbaum provided the testimony on Florida and other states' shares of force-placed insurance policies, calculating the numbers using thousands of records from the National Association of Insurance Commissioners.

"Some of these charges are so outrageous that they push people into default and foreclosure," Birnbaum said.

Just how much are South Floridians paying?

Lord Toussaint said he's being charged a whopping \$90,000 a year for coverage that used to cost \$5,600 for his home in Coral Gables.

Toussaint, owner of an electronics business, said he has been trying to get the mortgage servicer to reduce the coverage since he was notified last year of the higher cost.

The problem, he said, is the imposed policy covers the home for \$3 million — what may be considered the new value of the home since he made major renovations — instead of the \$560,000 amount of the loan.

Christina Ulbrich, of Fort Lauderdale, was allegedly billed \$12,787 and \$9,708 for a year of force-placed hazard insurance and windstorm insurance, respectively, when she already had hazard coverage for the same period. Nationwide Insurance had charged her \$892, and her mortgage doesn't require windstorm, according to a lawsuit she filed in November in U.S. District Court for the Southern District of Florida. The policies were backdated up to 17 months, and the windstorm policy had expired months before the mortgage company purchased it on her behalf, the suit alleges.

Hilda Sultan, of Davie, was charged \$33,199, including a \$7,138 commission for an insurance agency that is a subsidiary of her mortgage servicer, according to 2009 court documents in a lawsuit pending against the mortgage company.

She "always maintained appropriate insurance coverage," but the servicer imposed the policy anyway — costing her eight times more than the roughly \$4,000 it should have cost, according to the suit.

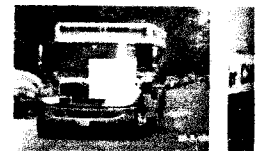
"I had no awareness whatsoever that anything lapsed. I thought it was coming out of my mortgage payment and the escrow [account]. They didn't notify me. I didn't know until I was refinancing my loan ... during my divorce," said Sultan, a full-time mother who said she spends her spare time working on child advocacy legislation. "I felt devastated, absolutely devastated. I was counting on that money for my children's education."

Jeff Golant, an attorney representing borrowers in about 20 lawsuits over force-placed coverage, including Sultan's, said even when companies provide notice, it doesn't give them the right "to rip people off."

jvpatel@tribune.com, 954-356-4667 or Twitter @juliepatel

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Are you a rock star at work? Nominate yourself or your company to win the big award

**Business news vi**

The Importance of Insurance and Retirement Plans

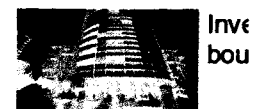


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IN THE CIRCUIT COURT AND 20TH JUDICIAL DISTRICT
IN AND FOR LEE CO. FLORIDA

PATRICK LORNE FARRELL©, CONSOLIDATED CASES

Plaintiff, possessor, Droit-Droit 07-CA-14942 AND 07-CA-16767

vs.

JUDGE FRANK PORTER

G.M.A.C.; WELLS FARGO, MARCH 30, 2012

IMPAC, et al, Defendants

FILED LEE CO. FLORIDA
CLERK OF COURT
2012 MAR 30 PM 2:00
D.C.

PATRICK FARRELL'S ANSWER TO MORTGAGE FORECLOSURE COMPLAINT.

AFFIRMATIVE DEFENSES; COUNTER-CLAIMS; RES JUDICATA;

REQUEST FOR JUDICIAL NOTICE OF IMPAC LETTERS

1. DENIED-IN REM is void as Farrell moved the note out of this Court's Jurisdiction in JAN 2008.
2. DENIED- that the notice is lawful due to prior Fraud.
3. DENIED-Farrell executed a Security on OCT 11,2005. The allegations are unknown.
4. DENIED. Wells Fargo is not the holder, lender, mortgagee or creditor, their claims are a Fraud.
5. Admitted. #6- DENIED. #7.DENIED. #8. DENIED. #9 DENIED. #10.ILLEGAL. #11. DENIED. #12. DENIED. #13. DENIED. #14-UNKNOWN. **WHEREFORE** in paragraph #14- DENIED- Entire complaint based on a Fraudulent Security claimed to be a bank Note and Mortgage.

DEFENSES WHICH ARE CAUSES OF ACTION IN FARRELL V. GMAC, et al

1. I incorporate by reference as if fully stated herein the entire case 07-CA-14942 filings;
2. DEC 6,2010-Notice to the Court, Summary of the Strawman, I suggest you read this.
3. OCT 17,2011- My Motion for Summary Judgment is conclusive of 18 years of litigation.
4. Plaintiff, PATRICK FARRELL©, Secured Party Creditor, as of January 2008, has the final say for all chattel paper on earth, in relation to my NAME, TITLE and Social Security No.Any lawyer or corporate administrator, acting as a Judge, who uses my NAME to take money, title or equity against Common Law and sense, gets sued for \$500,000 for Copyright Infringement for starters.
5. Farrell filed case after spending \$100,000 in one case of Mortgage Fraud as per F.S.817.545.
6. Farrell filed State and Federal QUI TAM Complaints concerning the issues in these 2 cases.
7. February 2012 defendant CEO's **consented** to penalties from the FEDERAL RESERVE for same.
8. March 2012, the UNITED STATES OF AMERICA sued defendants for same fraud issues.
9. The FEDERAL RESERVE demands restitution to Farrell by WELLS FARGO and GMAC.
10. The property is mine and Quiet Title against defendants is proper method to resolve.

11. FRAUD DURING THE EXECUTION OF THE SECURITY, CLAIMED TO BE A NOTE

12. July 30, 2004 – BUSEY BANK made a Note for **\$265,000** after Farrell's \$18,000 deposit.
13. On Aug. 29, 2005- Appraisal for the property was for **\$465,000**, based on Fraudulent comparisons.
14. On Sept. 7, 2005 the interest rate on the TILA form for the new note was for only **5.75%**.
15. Oct. 11, 2005- A note was executed with PINNACLE FINANCIAL/DBA/TRI-STAR LENDING.
16. This is not WELLS FARGO as trustee, or IMPAC FUNDING CORP. or GMAC.
17. The amount was **\$286,000**, and the % rate was **6.25%**. Both Fraudulent inflated elements.
18. **FRAUD-** Farrell's \$18,000 was stolen at closing, creating an additional loan broker fee and inflated Note, in violation of **Regulation Z**, which precipitated 20 inflated mortgage payments.
19. **FRAUD IN THE INDUCEMENT-** Farrell was told to ignore the \$18,000 theft, as the Fraudulent Appraisal for the property was for \$465,000, based on Fraudulent comparisons.
20. **DURESS-** Farrell was told if he did not sign the closing documents, the loan broker would sell the home to someone else, and Farrell would lose his \$18,000 deposit and \$10,000 in interest payments made up until the closing. So under duress Farrell signed the papers and paid the \$3,000 to close.

21. U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS-PART 3. ENFORCEMENT OF INSTRUMENTS-§ 3-305. DEFENSES AND CLAIMS IN RECOUPMENT.

22. Except as stated in subsection (b), the right to enforce the obligation of a party to pay an instrument is subject to the following: (1) a defense of the obligor based on;
23. infancy of the obligor to the extent it is a defense to a simple contract, DEFRAUDED BY LIES
24. duress or illegality [\$18,000 fraud] of the transaction which, under other law, [F.S.817.545] nullifies the obligation of the obligor, FRAUD VOIDS A CONTRACT-AB INITIO
25. fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms, APPRAISAL FRAUD
26. or discharge of the obligor in insolvency proceedings; AHM CASE 07-11049
27. (3) a claim in recoupment of the obligor [FARRELL] against the original payee [PINNACLE FINANCIAL] of the instrument if the claim arose from the transaction [CLOSING] that gave rise to the instrument; [INFLATED NOTE] but the claim of the obligor may be asserted against a transferee [WELLS FARGO] of the instrument only to reduce the amount owing on the instrument at the time the action is brought.
28. Farrell's "agreement" is with PINNACLE FINANCIAL, who never responded to this lawsuit. Farrell got a Default Judgment in July 2008 against PINNACLE FINANCIAL.

LIST OF AFFIRMATIVE DEFENSES

29. AFFIRMATIVE DEFENSE-CONTRACT VOID FOR NON-DISCLOSURE AND FRAUD

30. The alleged note is unintelligible, unconscionable and unenforceable.

31. Farrell was not given notice at closing as to who the real “lender” was and was therefore deprived of his right to rescission because the defendant was merely a conduit and protective layer for the real “lender” who was not registered or chartered to do business in the State of Florida as lender.

32. I STILL want to exercise the right of rescission as soon as defendants will tell me who the real lender was. By covering up the real nature of the transaction, **[Farrell’s signature alone funded the transaction]** defendants deprived the homeowner of sufficient knowledge about the transaction **[Security Issuer, not a “borrower”]** to properly consider whether to go through with it.

33. AFFIRMATIVE DEFENSE – FS 817.545-MORTGAGE FRAUD; RESPA, REG. Z; TILA

34. The note amount was falsely inflated to \$286,000, by stealing Farrell’s \$18,000 deposit money.

35. The interest rate was falsely inflated to 6.25% from the correct amount of 5.75%.

36. AFFIRMATIVE DEFENSE- FRAUD IN THE INDUCEMENT,HOEPA

37. The appraisal was Fraudulently made to \$465,000 using in-comparable properties, inducing Fraud.

38. AFFIRMATIVE DEFENSE- GAAP; FAS 140; HJR-192, U.C.C.

39. Farrell’s signature alone created the Credit used to fund the loan, due to Fractional Reserve Banking, the bank uses said note to create an account FOR FARRELL, and an asset on it’s books, and writes a liability for that amount, due back to Farrell, and PINNACLE or IMPAC owes Farrell the \$283,000 note amount. There is no debt and Wells Fargo is no party in interest.

40. SEE AFFIDAVITS on file June 1,2008, June 15, 2009, June 29,2009 Dec. 6,2010, Dec. 5,2011.

41. “An un-rebutted Affidavit, stands as Truth in Commerce.” Maxim of Law.

42. See Jerome Daly vs. First National Bank of Montgomery,Dec.9,1968.

43. Bank lent credit not money, court agreed that bank deserved nothing in return. Never overturned!

44. The president of the Bank admitted that the Bank created the money “out of thin air” and credit upon its own books by which it acquired or gave as consideration for the Note; that this was standard banking practice, that the credit first came into existence when they created it; that he knew of no United States Statutes which gave them the right to do this. This is the universal practice of these Banks. This is the first time the question has been passed in the United States.

45. AFFIRMATIVE DEFENSE- REMIC AND SECURITIES FRAUD

46. There was no loan, Farrell was steered into an Investment Contract as an undisclosed investor, 3rd

party beneficiary, using Farrell's Note, same as money, to finance said Investment Co.[IMPAC-2005-2] in the amount of \$627,000, the total of the \$283,000 note and 30 years of interest.

47. I, the homeowner, without consent or knowledge, was converted from a borrower to a **securities issuer**; and the investor was converted from being a part owner in a valid REMIC pool, to being the buyer of the security issued by the homeowner. **Non-disclosure Voids "contract."**
48. Once the REMIC [IMPAC SECURED ASSETS 2005-2] containing Farrell's note was formed, the note was converted into a security stock owned by thousands of investors of Wall Street.
49. Because of IRS code 860, WELLS FARGO Trustee is not the real and beneficial party in interest because the REMIC does not own the Note, the shareholders do.
50. Since the note went into default, it was written off by the REMIC and received tax credits from the IRS, and was therefore discharged, and settled, destroying the Note forever.
51. Since the note was sold and securitized into stock, WELLS FARGO can no longer claim that it is a real party in interest, or that the note stills exists since double dipping is securities fraud.
- 52. The Promissory Note, by conversion into stock, was extinguished as a collateralized asset and therefore the Trust secures absolutely nothing and WELLS FARGO, not being the real party in interest, has no standing to foreclose on Farrell, warranting dismissal.**
53. PINNACLE allegedly endorsed the note to IMPAC, who allegedly sold it to a REMIC. They then lost the ability to assign the Mortgage or the Note. It was no longer the party of interest.
- 54. After securitization, the Note cannot be re-attached to the Mortgage through assignment.**
55. The original Note had to be destroyed upon securitization because the Note and the stock cannot exist at the same time. Under the terms of the Pooling and Servicing Agreement a note in default CANNOT be put into the trust, after trust closed, as defendant has tried to do.
56. The proper parties would be the investors but they have no recorded interest in the Mortgage, which was never delivered to the Trustee Wells Fargo, therefore the note discharged.
57. Today, with the advent of securitization these Special Deposits are truly investment contracts [Mortgage NOTE sold out-right to generate profit] and the undisclosed investor [FARRELL] has possession rights to the profits generated from said Mortgage NOTE.
58. Generally, undisclosed investor is unaware of the moneys due, and it abandons the right to receive said funds when Maker fail to make a claim to said funds within three years.
- 59. I have not abandoned these funds, as I filed case 07-CA-14942 in November 2007, within 3 years of closing on Oct. 2005, and claimed said funds are MINE=\$283,000 amount of note.**

60. AFFIRMATIVE DEFENSE –FRAUD-UNJUST ENRICHMENT-NON DISCLOSURE

61. Farrell was not told his Note [same as \$283,000 in Money] would be used [without valuable consideration] as up front value to be sold, or used as collateral for a MBS, or used in Fraud.

62. The note was allegedly endorsed to IMPAC FUNDING, who then engaged in securities and foreclosure fraud and lawsuits for same, by the UNITED STATES and consent Orders from the FEDERAL RESERVE to the CEO's of Wells Fargo and GMAC to settle with homeowners.

63. AFFIRMATIVE DEFENSE - FRAUD

64. On Jan. 23rd, 2006, IMPAC SECURED ASSETS 2005-2 filed a Form 15-D with the S.E.C., notifying all parties of its Termination of Registration and suspension of its Duty to File Reports under the Securities and Exchange Act of 1934 (15 U.S.C.A. §§ 77a ;78a , went out of business.

65. There is no legal way for WELLS FARGO, as “trustee” of said dead MBS, to foreclose.

66. AFFIRMATIVE DEFENSE-SECURITIES FRAUD; REMIC FRAUD

67. IRS Publication 938 lists existing MBS, since 2007, the IRS states:

68. WELLS FARGO BANK N.A. AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORPORATION, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2005-2, DOES NOT EXIST AND WELLS FARGO, IMPAC OR GMAC CANNOT FORECLOSE!

69. AFFIRMATIVE DEFENSE – FRAUD- BREACH OF CONTRACT,HOEPA

70. The monthly payments from Oct. 2005 to Dec. 2006 were inflated by \$300, due to Fraud.

71. In Jan. 2007, GMAC falsely inflated Farrell's payments by \$700 due to forced placed insurance.

72. AFFIRMATIVE DEFENSE – FRAUD-UNJUST ENRICHMENT

73. On August 6,2007 American Home Mortgage filed bankruptcy and the Wells Fargo MBS was discharged. No permission to foreclose on discharged asset notes in the MBS was granted by the Court. 4,000 boxes of loan documents were destroyed, nullifying Wells Fargo's case.

74. AFFIRMATIVE DEFENSE – U.C.C.; HJR-192; GAAP; FAS 140-PRIVATE TRUST

75. On JAN.9, 2008, Farrell filed SOVEREIGNTY DOCUMENTATION seizing said property.

76. DEC 5,2010-See case filing-NOTICE TO THE COURT-SUMMARY OF THE STRAWMAN

77. AFFIDAVIT OF TRUTH- nullifies all previous adhesion contracts and power of attorney.

78. SECURITY AGREEMENT-The “mortgage” which secures the property as collateral to Farrell.

79. HOLD HARMLESS AND INDEMNITY AGREEMENT- all property exempt and private.

80. COMMON LAW COPYRIGHT AGREEMENT- \$500,000 fine for use of my NAME in court.

81. POWER OF ATTORNEY- I am in charge of all commercial/corporate affairs, not anyone else.
82. THE U.C.C.-1 FINANCING STATEMENT- The Assignment of Mortgage to the original owner and title holder of all property against the trade name on the Birth Certificate.
83. UCC 9-105 states: "Security agreement" means an agreement which creates or provides for a security interest. Black's 6th states: "An agreement granting a creditor a security interest in personal property, which security interest is normally perfected either by the creditor taking possession of the collateral or by filing financing statements in the proper public records."
84. Farrell's Security Agreement filed in the Commercial Registry is a binding, sealed contract between DEBTOR and Secured Party which includes, an itemization of the property/collateral the DEBTOR has pledged to the Secured Party. All the property belongs to the DEBTOR but the Secured Party holds all interest in it. Since the DEBTOR has pledged all of DEBTOR'S property/collateral to the Secured Party, and a binding contract is filed registering and recording that agreement and the Fidelity Bond posted by the DEBTOR to indemnify the Secured Party against loss, no third party [WELLS FARGO] is able to state a claim upon which relief can be granted against DEBTOR or any of the property pledged by DEBTOR to Secured Party. All commercial affairs are the province of and interactions of commercial entities with, the DEBTOR, as per the text in one's UCC-1 "All proceeds, products, accounts, and fixtures, and the Orders therefrom, are released to DEBTOR." MY DOCS ARE 1 YEAR AHEAD OF DEFENDANTS.
85. The Certificate of Indebtedness [SUBJECT NOTE] was stamped this way, and sent to Wells Fargo and the United States Treasury for settlement. Insurance and TARP funds discharged the claim.
86. **AFFIRMATIVE DEFENSE – PAYOFF BEFORE WELLS FARGO FILED PAPERS**
87. **UNIFORM COMMERCIAL CODE, section 3-302. HOLDER IN DUE COURSE.**
88. *Subject to subsection (c) and Section 3-106(d), "holder in due course" means the holder of an instrument if the holder took the instrument (i) for value, ...and (vi) without notice that any party has a defense or claim in recoupment described in Section 3-305(a).*
89. **On November 14,2007,FARRELL©** filed this case, describing numerous counts of Fraud.
90. **On December 7,2007,WELLS FARGO** responded by filing case knowing of the Fraud.
91. **On Dec.22,2007**, I took the instrument for value on a **UCC-1- INSTRU #2008000017999**.
92. **On January 9,2008** I filed all my "SOVEREIGNTY DOCUMENTATION" into this case file.
93. **On Jan.22, 2008**, I filed a UCC-1 LIEN for **\$400,000 INSTRU #2008000018000**, along with a BILL OF EXCHANGE discharging the purported debt sent to Wells Fargo and the US Treasury.

94. AFFIRMATIVE DEFENSE- U.C.C. SETTLEMENT BY BILL OF EXCHANGE

95. **In February 2008**, Farrell directed WELLS FARGO to the Treasury to receive satisfaction of any Indebtedness, using a Bill of Exchange. Wells Fargo got TARP funds from this.

96. **In April 2008**, WELLS FARGO failed to provide the court with any PROOF OF CLAIM.

97. Farrell filed a NOTICE OF DEFAULT with the court. "Debt" issue settled.

98. AFFIRMATIVE DEFENSE- SECURITIES AND MORTGAGE FRAUD

99. **On July 1, 2008**, a subsidiary of Bank of America completed the merger with Countrywide Financial, an alleged underwriter of this subject MBS defendant but was never formed.

100. After using Farrell's note for payment through Credit Default Swap Insurance and TARP funds, Bank of America gave the note to Wells Fargo to use to steal Farrell's home.

101. **On November 7, 2008**, after obtaining the necessary consents and approvals, in exchange for \$1.76 billion, Countrywide Home Loans sold Bank of America substantially all of its remaining assets. Second, in exchange for **promissory notes** of approximately \$3.6 billion Bank of America acquired 100 percent of Countrywide Financial's equity interest in various subsidiaries.

102. **On Nov. 26, 2008 WELLS FARGO falsely claimed it filed "Original Note and Mortgage,"**

- **after Bank of America claimed ownership of assets and liabilities including this note,**
- **after the note was discharged in bankruptcy, and B of A got TARP funds**
- **after the note was destroyed. WELLS FARGO and GMAC claim is simply a Fraud.**

103. **COUNTRYWIDE** was sued herein, and argued the note was not put into the trust, and was dismissed as a defendant in this case, leaving PINNACLE as the only party who could foreclosure.

104. AFFIRMATIVE DEFENSE-MORTGAGE FRAUD; R.I.C.O.

105. **LOST NOTE AFFIDAVIT**- WELLS FARGO Falsely claimed the note was lost. All notes were destroyed as per attorney Virginia Townes representing 300 FBA banks, speaking before the Fl. Supreme Court on 09/29/2009. All mortgages were scanned into MERS, which bifurcated the note from the mortgage. B of A used the note for payoff through TARP, insurance, defendants used the mortgage to collect again through a foreclosure, which is FS 895, Racketeering.

106. **ASSIGNMENT OF MORTGAGE**- Does not Assign the Note or the debt thereby.

107. Assigned from PINNACLE to IMPAC 2005-2, both companies are NOT members of MERS, and cannot Assign by MERS. It claims to be effective as of **NOV 21, 2007**, which is the date Farrell served GMAC with this lawsuit, thereby evincing, the defendants Mortgage Foreclosure Complaint, is a reaction to Farrell's complaint, that has been ignored.

108. IMPAC was out of business, cannot assign anything, this document is a Fraud on the Court.
109. The assignment was filed in this case on January 13,2009, 3 years AFTER the MBS closed.
110. It is a violation of the PSA to bring a defaulted note into the alleged trust, so this is Void.
111. The Mortgage cannot be assigned by MERS VP, and GMAC ROBO-signer, Jeffrey Stephan.
112. The address listed thereon is actually the address of GMAC, not WELLS FARGO.
113. *See Fl. 6th Circuit- U.S.BANK as Trustee, vs. Ernest Harper, #51-2007-CA-6684ES.*
114. *Assignment and case dismissed WITH prejudice, attorney's fee's granted.*
115. **AFFIDAVIT OF AMOUNTS DUE AND OWING** signed by ROBO signer Jeffrey Stephan ignored the \$18,000 and \$7,000 theft by plaintiff, that is the subject of related case 07-CA-14942.
116. Stating-"For Value Received" was one year AFTER [JAN 13,2009] Farrell filed his Accepted For Value documentation on JAN 9,2008. See UCC-3-302.
117. GMAC was sanctioned for this on May 1st of 2006 from a case filed in 2004.
118. ***FL. 4TH JUDICIAL CIRCUIT-Case 16-2004-CA-4835; TCIF REO2,LLC plaintiff vs. MARTIN LEIBOWITZ defendant -ORDER GRANTING MOTION FOR SANCTIONS.***
119. *Despite a Court Order to stop submitting false testimony in AFFIDAVITS OF INDEBTEDNESS and resulting Monetary Sanctions, GMAC continued ROBO-SIGNING, and to a larger degree. **ORDERED AND ADJUDGED** -Motion for sanction granted; Affidavits stricken; Plaintiff to pay attorney's fee's, but ALSO; GMAC required to confirm that Affidavits filed in future foreclosure actions accurately memorialize the actions and conduct of the Affiants.*
120. **AFFIRMATIVE DEFENSE- QUI TAM RELATOR-WHISTLEBLOWER**
121. **On February 10, 2012**, three years AFTER Farrell exposed the Mortgage industry as a colossal Fraud, the FEDERAL RESERVE BANK, issued public notice of massive financial penalties, for ISSUES FARRELL HAS BEEN COMPLAINING ABOUT IN THE QUI TAM COMPLAINTS, AND STATE AND FEDERAL LAWSUITS SINCE 2007.
122. **ALLY BANK**, [formerly **GMAC**] Docket No. 12-006-CMP-HC and DEO; was fined by the FED for \$310,000,000, for **ILLEGAL ACTIONS** pled by Farrell since 2007.
123. **BANK of AMERICA** [Countrywide] Docket No. 12-007-CMP-HC, was fined \$175,500,000, with other issues of "Hard Money Payments" totaling \$10.5 billion, for **ILLEGAL ACTIONS**
124. **WELLS FARGO** Docket No. 12-010-CMP-HC, fined \$87,000,000, other issues of "Hard Money Payments" totaling \$5 billion, for **ILLEGAL ACTIONS** pled by Farrell since 2007.
125. **UNITED STATES OF AMERICA** has sued the same parties for Foreclosure abuses.

126. **March 19, 2012- Susanne Killian of the FEDERAL RESERVE BOARD OF GOVERNORS,**
spoke before the Committee on Oversight and Government Reform, and stated that GMAC,
WELLS FARGO and BANK OF AMERICA, were required to compensate homeowners such as
Plaintiff Patrick Farrell, for foreclosure abuses, which precipitated from note origination abuses.
127. **COUNTER CLAIMS FOR DAMAGES**
128. **Farrell incorporates by reference, as if fully stated herein, the entire case filings;**
129. **The averments in the 4th Amended Complaint filed on NOV.30, 2009 ;**
130. COUNT 1: HOME OWNERSHIP EQUITY PROTECTION ACT
131. COUNT 2: REAL ESTATE SETTLEMENT PROCEDURES ACT
132. COUNT 3: VIOLATIONS OF FEDERAL TRUTH-IN-LENDING ACT
133. COUNT 4: VIOLATION OF FAIR CREDIT REPORTING ACT
134. COUNT 5: FL. DECEPTIVE AND UNFAIR AND TRADE PRACTICES ACT
135. COUNT 7: FRAUDULENT MISREPRESENTATION
136. COUNT 8: BREACH OF FIDUCIARY DUTY
137. COUNT 9: UNJUST ENRICHMENT
138. COUNT 10: CIVIL RICO
139. COUNT 11: FRAUD
140. COUNT 12 VIOLATIONS OF TILA-RESPA-15 U.S.C.
141. **The Memorandum for the 4th Amended Complaint filed on APR.6, 2010, and**
142. **The Motion for Summary Judgment filed on OCT 17,2011 and;**
143. **Farrell's Sovereignty Documentation filed in JAN 2008, with UCC-1 liens.**
144. **I own the TITLE PATRICK FARRELL©, that began with the Birth Certificate.**
145. I am the Corpus, the grantor, the equity behind any and every piece of paper, on earth, with respect to my NAME, signature and/or Social Security number, formerly enjoined into Admiralty/Maritime/Corporate Jurisdiction. My NAME carries the right to extend credit.
146. I AM in charge of the rights to TITLE, which is PATRICK FARRELL©.
147. My JAN 2008 SOVEREIGNTY DOCUMENTATION includes all the contracts, averments and Affidavits, required to establish my Secured Party Creditor Status, revoking any and all claims made by any and all corporations, administrators [Judges] and their lawyers.
148. **THERE WAS NO LOAN, THERE IS NO DEBT, THERE IS NO PROPER PARTY BEFORE THE COURT, TO CLAIM ANY DAMAGE, OTHER THEN PATRICK FARRELL.**

149. RES JUDICATA- FORMER CASES INVOLVING FARRELL HAVE SAME ISSUES

150. JUDGE JOHN DOMMERICH IS A PERFECT EXAMPLE OF LAW AND ORDER

151. On June 20, 1993, Carl Woodham, a high ranking member of ISKCON, who worked with and for Alfred Ford, the wealthiest ISKCON member in the world, and the great grandson of Henry Ford, came to Ft. Myers, went into a pool with a 5 year old girl, who asked to squeeze his penis, then fled. The Law states that he at the scene [CARL WOODHAM] is the perpetrator. So.....

152. A fraud based Affidavit was made by the Sheriff blaming Farrell, which caused JUDGE JOHN DOMMERICH to have Farrell arrested. State Attorney Melissa Skeen, filed charges, costing Farrell **\$20,000**, and was fired. The sheriff was also fired.

153. **JUDGE JOHN DOMMERICH** in case 96-1990, ruled in favor of Farrell, reversing the arrest.

154. **JUDGE ISAAC ANDERSON** threw out all the states evidence, Farrell was acquitted.

155. The accusers [ISKCON] due to my complaining were subject to arrests, a **\$400 million** lawsuit by 100 victims of child sex abuse, defaulted on said suit, and filed Bankruptcy.

156. I SUED the STATE OF FLORIDA who then ordered ISKCON to create their own Child protection team, which cost ISKCON **\$2 Million** for the first 3 years, [1999 to 2002].

157. I SUED the IRS, and then the United States Bankruptcy Trustee in California and West Virginia, settled with ISKCON for **\$20 Million**, all thanks to MY QUI TAM complaints.

158. An Affidavit in support of a Fraud based Promissory Note, or a STATE Charging Information are the same thing: Counterfeit Money, which cost Farrell \$20,000 each time.

159. CEO John Stumpf and Alfred Ford are REPUBLICANS, being served by STATE OF FLORIDA REPUBLICANS. These cases are political, not Legal. In all cases the "perps" were fined. Before by the IRS and Bankruptcy Court, and now by the U.S. Atty's. Office and the FED.

160. In both cases the attorney's serve rich REPUBLICANS, Court punishes them financially.

161. When I intervene the Law is followed and sanctions were imposed upon the guilty.

162. This is why I AM SOVEREIGN. Misuse my name, take equity and I will sue anyone.

163. Farrell honestly earned the \$100,000 that he put into this project, and was victimized by Fraud.

164. Wells Fargo put in nothing, shuffled dead, discharged, fraud based debt paper, and have failed.

165. Justice and the Federal Reserve Board requires defendants be sanctioned.

166. The defendants herein are **Predators** who forced me to sign fraudulent papers after investing \$28,000 into this home. ISKCON are **Predators** who molest weak innocent children.

167. **Predation** doesn't fly with me, the Federal Reserve, the USA, or the Law. Quiet Title.

DEMAND FOR JUDICIAL NOTICE OF ATTACHED IMPAC LETTERS

168. Defense Counsel has falsely claimed that they represent IMPAC.
169. On JAN 27, 2010 Farrell noticed the Court and IMPAC of Default.
170. In 2010 IMPAC sent Farrell letters saying they were the "holder" of the mortgage.
171. In 2011, IMPAC sent Farrell letters and said they were the "master servicer" of the mortgage.
172. In FEB 2012, IMPAC sent Farrell letters now falsely claims it is the "funder" of the mortgage.
173. Take Judicial Notice of the attached letters from IMPAC dated 02/06/2012 and 02/13/2012.
174. This appears to be an attempt to aid in selling the property in a short sale.
175. IMPAC Mortgage is not part of any paperwork in this case since it began in 2004.
176. If IMPAC is represented by counsel, what are they doing sending me letters and offers to sell?
177. If IMPAC Mortgage is the "original funder" why is GMAC acting as WELLS FARGO trying to foreclose? IMPAC, GMAC, and WELLS FARGO are not the same entity.
178. If the note went into an MBS, then **Bank of America**, as successor of COUNTRYWIDE is or was the holder, due to COUNTRYWIDE's involvement as a "loan originator."
179. **WHEREFORE, I move the Court to;**
180. ORDER WELLS FARGO to pay Farrell \$400,000 for his UCC claim and lien; or
181. Order IMPAC FUNDING to repay Farrell \$283,000 for his note and legal fees.
182. Grant Judgment and relief by way of release of the lien of WELLS FARGO, Quiet the Title to the home that is the subject matter of this case, and further;
183. ORDER that the Note and Mortgage INSTRU # 2005000110952 in the amount of \$ 283,000 dated October 11,2005, shall be and the same is hereby cancelled, voided, nullified, set aside and is of no further force and effect; and further;
184. ORDER that IMPAC and WELLS FARGO, its successors and assigns are hereby barred, prohibited and foreclosed from attempting, in any manner, directly or indirectly, to enforce any provision of the aforesaid Note and Mortgage or any portion thereof as against Patrick Farrell;
185. ORDER that the Clerk of Lee County shall cause a copy of this Order & Judgment to be filed in the Land Records so as to effectuate of record; each and every one of the provisions hereinabove set forth with respect to cancellation of the instruments and items of record; and further;
186. ORDER that WELLS FARGO shall pay to the Clerk within ten (10) days from the date of entry hereof, any and all fees and costs required to effect cancellation of record of the Note and

Mortgage, and any other fees so levied; and serve a copy of the Order upon the Clerk of Lee County and Patrick Farrell.

187. ORDER that the Certificate of Title of the subject property to be given to Farrell, free and clear of any and all liens and encumbrances.

188. ORDER attorney's fees to honor Farrell's contract for Power Of Attorney made in January 2008, and any other fee's for services of anyone aiding in this cause.

189. MEMORANDUM OF LAW

1. F.S. 817.545 MORTGAGE FRAUD

2. *...the term "mortgage lending process" means the process through which a person seeks or obtains a residential mortgage loan, including...application or origination...third-party provider services, underwriting, signing and closing, and funding. Documents involved in include, mortgages, uniform residential loan applications, appraisals; HUD-1's.*
3. Plaintiff has pled the misuse of these documents as a basis of this complaint.
4. *A person commits the offense of mortgage fraud IF with the intent to defraud, the person knowingly: (a) Makes any material misstatement, misrepresentation, or omission during the mortgage lending process with the intention that it will be relied on by a mortgage lender, borrower or any other person or entity involved in the mortgage lending process;*
5. THE \$18,000 and \$7,000 FRAUD,ERROR of Plaintiffs deposits warrants Rescission.
6. *Uses or facilitates the use of any material misstatement, misrepresentation, or omission during the mortgage lending process with the intention that it will be relied on by a mortgage lender, borrower or any other person or entity involved in the mortgage lending process.*
7. *Receives any proceeds [\$18,000] or any other funds in connection with the mortgage lending process that the person knew resulted from a violation of paragraph (a) or paragraph (b).*
8. All defendants have used the \$18,000 error and the resulting note to their benefit, yet fail to acknowledge the predicate for their benefit. Their motions are filled with half truths.
9. *Files or causes to be filed with the clerk of the circuit court for any county of this state a document involved in the mortgage lending process which contains a material misstatement, misrepresentation, or omission.*
10. All filings by defendants with the amount of \$283,000 and not \$265,000 are violations.
11. **F.S. 772.102 Definitions.:CIVIL REMEDIES FOR CRIMINAL PRACTICES**

12. "Criminal activity" means to commit, attempt, conspire, or solicit another person to commit:

(a) Any crime chargeable by indictment or information under the following provisions: j

13. **22. Chapter 817, relating to fraud generally, including, the mortgage lending process.**

14. Prohibited activities.--It is unlawful for any person:

15. Who has with criminal intent received any proceeds derived, from a pattern of criminal activity or through the collection of an unlawful debt to use or invest in the acquisition of any title to, or any right, interest, or equity in, real property.

16. Through ...the collection of an unlawful debt, to acquire... any interest in or control of any real property. **An interest in any mortgage shall be considered an interest in real property.**

17. Employed by, or associated with, any enterprise to conduct or participate, in such enterprise through a pattern of criminal activity or the collection of an unlawful debt.

18. **F.S. 772.104 - CIVIL CAUSE OF ACTION**

19. Any person who proves by clear and convincing evidence that he has been injured by reason of any violation of the provisions of s. 772.103; shall have a cause of action for **threefold the actual damages sustained, attorney's fees and court costs** in the trial and appellate courts.

20. **RACKETEERING- Definitions.--As used in ss. 895.01-895.08, the term:**

21. "Racketeering activity" means to commit, to attempt to commit, to conspire to commit...

22. Any crime that is chargeable by indictment or information under the following provisions of the Florida Statutes: Chapter 817, relating to fraudulent practices, false pretenses, fraud generally. Chapter 896, relating to offenses related to financial transactions.

23. "Enterprise" means any individual,, partnership, corporation, business trust, union chartered under the laws of this state, or other legal entity... and it includes illicit as well as licit enterprises and governmental, as well as other, entities.

24. **Defendants, their lawyers, law firms, judges, clerks are all included in this case.**

25. "Pattern of racketeering activity" means engaging in at least two incidents of racketeering conduct that have the same or similar intents... and that the last of such incidents occurred within 5 years after a prior incident of racketeering conduct.

26. **Monthly collecting of inflated "payments," based on inflated note/Security**


27. **F.S. 896.101 MONEY LAUNDERING**

28. (8)(a) If a person is disposing of monetary instruments... or appears likely to, or demonstrates an intent to dispose of monetary instrument... the petitioner may commence a CIVIL ACTION

in any circuit court having jurisdiction where such monetary instruments...are located for a temporary **injunction** to prohibit any person from disposing of any such monetary instruments... The temporary injunction will be obtained pursuant to F.R.C.P. 1.610.

FORECLOSURE of fraud based, discharged paper.

**I HEREBY CERTIFY THAT A TRUE AND CORRECT COPY WAS SENT TO COUNSEL
BRADLEY ARANT-100 N. TRYON St. #2690-CHARLOTTE, NC 28202**



Patrick Lorne Farrell in Propria Persona

**Attorney In Fact/ Sovereign/Secured Party Creditor
signed "without the united states" and without prejudice/UCC 1-308
UCC-1 Filing # 2007-356-2344-8 [12/22/07]-Wash. St. -DOL
2904 NW14th Terrace-Cape Coral, Fl. 33993**

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL DISTRICT
IN AND FOR LEE COUNTY FLORIDA

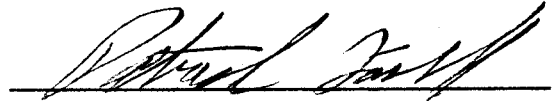
PATRICK LORNE FARRELL©,
Plaintiff, vs.
G.M.A.C. et al,
Defendants

STATE CASE NO.07-CA-14942
JUDGE JOSEPH FULLER

PLAINTIFF'S NOTICE OF FILING OF DEFAULT

1. Plaintiff filed his 4th Amended Complaint. Defendants were properly served.
2. Defendants IMPAC FUNDING, WELLS FARGO BANK, GMAC did not respond in the time required, therefore they are in default.
3. Plaintiff requests an Order from the Clerk citing defendants Default, and record it.
4. Plaintiff thereby moves the court to grant the relief requested in the complaint.

I HEREBY certify that a copy of this has been sent by U.S.Mail to counsel.



Patrick Farrell/in Propria Persona/Sovereign/Secured Party Creditor

UCC-1 Filing # 2007-356-2344-8 [12/22/07]

2904 NW14th Terrace-Cape Coral,FL.33993

Signed "without the united States" /without prejudice UCC 1-207

239-283-4363

JANUARY 27,2010

PA



Patrick, we want to help you lower your monthly mortgage payment.

We can't help unless we hear from you!

Call 888-291-3561 to learn more.

Confirmation code#IMH-0476

19500 Jamboree Road | Irvine, CA | 92612 | 888-291-3561 | www.ImpacHomeRelief.com

April 19, 2010

*****AUTO**MIXED AADC 945

Patrick Farrell
2904 NW 14th Ter 6 474
Cape Coral, FL 33993-4807



RE: Loan# [REDACTED] 0761

Gmac Mortgage Corporation Loan#72387978

Property Address: 2904 N.W. 14Th Terrace
Cape Coral, FL 33993

Dear Patrick,

We have tried to contact you by phone and mail and have not been able to reach you. As a **current customer**, we may be able to **help you lower your monthly mortgage payment**, and it is important we speak to you.

Impac, as the holder of your mortgage note, and Gmac Mortgage Corporation, as the servicer of your loan, would like to help you **protect your home and financial future**. As you may be aware, our nation is facing a housing crisis and many people are losing their homes. **Whether you are current, or have fallen behind, we are reaching out to help.**

As the holder of your note, **we can offer you solutions that Gmac Mortgage Corporation may not be able to**. In just minutes, we may be able to **help you make your mortgage payment more affordable**. You will need to answer a few short questions, and provide some basic information.

Patrick, here are some options for qualified customers:

- Make your monthly mortgage payment more affordable.
- Move any delinquent payments and fees to the end of your loan term, to bring you current.
- Provide you with a 2-5 year payment relief program.
- We will even help you sell your home.

These are just a few of the options available to qualified customers. **It will only take a couple of minutes, and may help make your mortgage payment more affordable.** Call us at **888-291-3561**, or visit our website at **www.ImpacHomeRelief.com**, to learn more about your options. To reach a Spanish speaking representative, please call 888-215-9184. The sooner we hear from you, the sooner we can help.

Sincerely,

Steven Curry
Senior Vice President
The Impac Companies



This program is optional and is available only to the borrower(s) and property referenced above. This is not a commitment to modify a mortgage loan. All borrowers must qualify for mortgage loan modification terms which are subject to change without notice. A fee will be charged for modifications which are approved by Impac. This is an action to collect a debt. All information obtained from the borrower may be used for that purpose.

EXN-A



19500 Jamboree Road | Irvine, CA | 92612 | 888-717-9142 | www.ImpacHomeRelief.com

We can't help unless we hear from you!

Call 888-717-9142 to learn more.

Reference Code: 11286

December 9, 2010

*****AUTO**MIXED AADC 956

Patrick Farrell

2904 NW 14th Ter 18 398

Cape Coral, FL 33993-4807



To: JO EASON
From: Patrick Farrell

RE: Impac Loan# [REDACTED] 0761

Servicer: GMAC

Property Address: 2904 N.W. 14th Terrace
Cape Coral, FL 33993

Dear Patrick,

We have tried to contact you by phone and mail and have not been able to reach you.

Impac, as the holder of your mortgage note, and GMAC, as the servicer of your loan, would like to help you **protect your home and financial future**. As you may be aware, our nation is facing a housing crisis and many people are losing their homes. **Whether you are current, or have fallen behind, we are reaching out to help.**

As a **valued customer**, we may be able to **help you lower your monthly mortgage payment**. If you are experiencing difficulty with your current mortgage payment and would like to be considered for a payment reduction program, it is important we speak to you.

As the holder of your note, **we can offer you solutions that GMAC may not be able to**. In just minutes, we may be able to **help you make your mortgage payment more affordable**. Patrick, here are some options for **qualified customers**:

- Make your monthly mortgage payment more affordable.
- Move any delinquent payments and fees to the end of your loan term to bring you current.
- Provide you with a 2-5 year payment relief program.
- We will even help you sell your home.

Special Offer: Complete the Loan Modification Application Process and you may qualify for a **\$25 Holiday Gift Card** to put towards the purchase of gifts for yourself, friends, or family during this holiday season. Hurry, limited time offer.

Don't hesitate; call us today 888-717-9142. Se Habla Español

Sincerely,

Steven Curry
Senior Vice President
The Impac Companies



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19500 Jamboree Road | Irvine, CA | 92612 | 888-722-8610 | www.ImpacHomeRelief.com

We can't help unless we hear from you!

Call 888-722-8610 to learn more.

Reference Code: 23923

January 28, 2011

*****AUTO**MIXED AADC 956

Patrick Farrell
2904 NW 14th Ter 16 293
Cape Coral, FL 33993-4807



RE: Loan# [REDACTED] 0761
GMAC Mortgage Corporation Loan#359244301
Property Address: 2904 N.W. 14Th Terrace
Cape Coral, FL 33993

Dear Patrick,

We have tried to contact you by phone and mail and have not been able to reach you.

Impac, as the master servicer of your mortgage note, which hired GMAC Mortgage Corporation to service your loan, would like to help you protect your home and financial future. As you may be aware, our nation is facing a housing crisis and many people are losing their homes. **Whether you are current, or have fallen behind, we are reaching out to help.**

As a **valued customer**, we may be able to **help you lower your monthly mortgage payment.** If you are experiencing difficulty with your current mortgage payment and would like to be considered for a payment reduction program, it is important we speak to you.

As the holder of your note, **we can offer you solutions that GMAC Mortgage Corporation may not be able to.** In just minutes, we may be able to **help you make your mortgage payment more affordable.** Patrick, **here are some options for qualified customers:**

- Make your monthly mortgage payment more affordable.
- Move any delinquent payments and fees to the end of your loan term to bring you current.
- Provide you with a 2-5 year payment relief program.
- We will even help you sell your home.

Don't hesitate; call us today 888-722-8610. Se Habla Español

Sincerely,

Steven Curry
Senior Vice President
The Impac Companies





19500 Jamboree Road | Irvine, CA | 92612 | 888-722-8609 | www.ImpacHomeRelief.com

We can't help unless we hear from you!

Call 888-722-8609 to learn more.

Reference Code: 42286

March 31, 2011

*****AUTO**MIXED AADC 956

Patrick Farrell
2904 NW 14th Ter 13 146
Cape Coral, FL 33993-4807



RE: Loan# [REDACTED] 0761
GMAC Mortgage Corporation Loan# 0359244301
Property Address: 2904 N.W. 14Th Terrace
Cape Coral, FL 33993

Dear Patrick,

We have tried to contact you by phone and mail and have not been able to reach you.

Impac, as the master servicer of your mortgage note, which hired GMAC Mortgage Corporation to service your loan, would like to help you protect your home and financial future. As you may be aware, our nation is facing a housing crisis and many people are losing their homes. **Whether you are current, or have fallen behind, we are reaching out to help.**

As a **valued customer**, we may be able to **help you lower your monthly mortgage payment.** If you are experiencing difficulty with your current mortgage payment and would like to be considered for a payment reduction program, it is important we speak to you.

As the holder of your note, **we can offer you solutions that GMAC Mortgage Corporation may not be able to.** In just minutes, we may be able to **help you make your mortgage payment more affordable.** Patrick, **here are some options for qualified customers:**

- Make your monthly mortgage payment more affordable.
- Move any delinquent payments and fees to the end of your loan term to bring you current.
- Provide you with a 2-5 year payment relief program.
- We will even help you sell your home.

Don't hesitate; call us today 888-722-8609. Se Habla Español

Sincerely,

Steven Curry
Senior Vice President
The Impac Companies



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We can't help unless we hear from you!

Call (888) 755-3078 to learn more.

19500 Jamboree Road | Irvine, CA | 92612 | (888) 755-3078 | www.ImpacHomeRelief.com

Reference Code: 83455

August 4, 2011

*****AUTO**MIXED AADC 956

Patrick Farrell

2904 NW 14th Ter 27173

Cape Coral, FL 33993-4807



RE: Loan# [REDACTED] 0761

GMAC Mortgage Corporation Loan#359244301

Property Address: 2904 N.W. 14Th Terrace
Cape Coral, FL 33993

Dear Patrick,

We have tried to contact you by phone and mail and have not been able to reach you.

Impac, as the master servicer of your mortgage note, which hired **GMAC Mortgage Corporation** to service your loan, would like to help you **protect your home and financial future**. As you may be aware, our nation is facing a housing crisis and many people are losing their homes. **Whether you are current, or have fallen behind, we are reaching out to help.**

As a **valued customer**, we may be able to **help you lower your monthly mortgage payment**. If you are experiencing difficulty with your current mortgage payment and would like to be considered for a payment reduction program, it is important we speak to you.

As the holder of your note, **we can offer you solutions that GMAC Mortgage Corporation may not be able to**. In just minutes, we may be able to **help you make your mortgage payment more affordable**. **Patrick, here are some options for qualified customers:**

- Make your monthly mortgage payment more affordable.
- Move any delinquent payments and fees to the end of your loan term to bring you current.
- Provide you with a 2-5 year payment relief program.
- We will even help you sell your home.

Don't hesitate; call us today (888) 755-3078. *Se Habla Español*

Sincerely,

Impac Mortgage Holdings, Inc.



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Patrick, we want to help you lower your monthly mortgage payment.
We can't help unless we hear from you!

Call 888-255-0286 to learn more.

19500 Jamboree Road | Irvine, CA | 92612 | 888-255-0286 | www.ImpacCompanies.com

Reference Code: 96663

September 8, 2011

*****AUTO**MIXED AADC 956

Patrick Farrell

2904 NW 14th Ter 40 403

Cape Coral, FL 33993-4807



RE: Loan# [REDACTED] 0761

GMAC Mortgage Corporation Loan# 0359244301

Property Address: 2904 N.W. 14Th Terrace
Cape Coral, FL 33993

Dear Patrick,

We have tried to contact you by phone and mail and have not been able to reach you.

Impac, as the master servicer of your mortgage note, which hired GMAC Mortgage Corporation to service your loan, would like to help you **protect your home and financial future**. As you may be aware, our nation is facing a housing crisis and many people are losing their homes. **Whether you are current, or have fallen behind, we are reaching out to help.**

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As the holder of your note, **we can offer you solutions that GMAC Mortgage Corporation may not be able to**. In just minutes, we may be able to **help you make your mortgage payment more affordable**. **Patrick, here are some options for qualified customers:**

- Make your monthly mortgage payment more affordable.
- Move any delinquent payments and fees to the end of your loan term to bring you current.
- Provide you with a 2-5 year payment relief program.
- We will even help you sell your home.

Don't hesitate; call us today 888-255-0286. Se Habla Español

Sincerely,

Impac Mortgage Holdings, Inc.



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We can't help unless we hear from you!

Call 888-663-8912 to learn more.

Reference Code: 108121

19500 Jamboree Road | Irvine, CA | 92612 | 888-663-8912 | www.ImpacHomeRelief.com

October 7, 2011

*****AUTO**MIXED AADC 956

Patrick Farrell

2904 NW 14th Ter 36 233

Cape Coral, FL 33993-4807



RE: Loan# [REDACTED] 0761

GMAC Mortgage Corporation Loan# 359244301

Property Address: 2904 N.W. 14Th Terrace

Cape Coral, FL 33993

Dear Patrick,

We have tried to contact you by phone and mail and have not been able to reach you.

Impac, as the master servicer of your mortgage note, which hired **GMAC Mortgage Corporation** to service your loan, would like to help you **protect your home and financial future**. As you may be aware, our nation is facing a housing crisis and many people are losing their homes. **Whether you are current, or have fallen behind, we are reaching out to help.**

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- Provide you with a 2-5 year payment relief program.
- We will even help you sell your home.

Don't hesitate; call us today 888-663-8912. *Se Habla Español*

Sincerely,

Impac Mortgage Holdings, Inc.



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PLEASE READ – IMPORTANT INFORMATION ABOUT YOUR HOME

Date: 2/6/2012

PATRICK FARRELL

2904 NW 14th Ter

Cape Coral, FL 33993

Re: GMAC Loan #: [REDACTED] 4301
IMPAC Loan #: [REDACTED] 0761

Dear PATRICK FARRELL

Previously a real estate agent came to your property and they should have dropped off some information regarding the **I-PASS** (Impac's Pre Approved Short Sale) program being offered by IMPAC Mortgage, the original funder of your mortgage.

We wanted to find out if you have any interest in participating in this program as the agent has not heard back from you. If you are interested and would like to sell your home, please contact the agent listed below at your earliest convenience.

Sincerely,

The Impac Companies
888-755-6334

This letter shall not be construed as a waiver of any of the terms of your mortgage loan documents.

I've been trying to reach you regarding this special offer the lender is making you on this property. It gives you the ability to walk away from this debt forever. I am the Realtor assigned to this property. If you'd like more info or want to get rid of it without owing any money to the lender, email or call me. Even if you're filing for bankruptcy, it may be beneficial to cooperate.

Thank you,

Gregg Rappaport
EXIT King Realty
GreggR99@gmail.com
(941) 232-3328





PLEASE READ – IMPORTANT INFORMATION ABOUT YOUR HOME

Date: 2/13/2012

PATRICK FARRELL

2904 NW 14th Ter

Cape Coral, FL 33993

Re: GMAC Loan #: [REDACTED] 4301
IMPAC Loan #: [REDACTED] 0761

Dear PATRICK FARRELL

There have been numerous attempts to reach you in an effort to determine your interest in our I-PASS program. Please consider giving the agent listed below a call if you have any interest in working with IMPAC Mortgage in this program.

Sincerely,

The Impac Companies
888-755-6334

This letter shall not be construed as a waiver of any of the terms of your mortgage loan documents.

I've been trying to reach you regarding this special offer the lender is making you on this property. It gives you the ability to walk away from this debt forever. I am the Realtor assigned to this property. If you'd like more info or want to get rid of it without owing any money to the lender, email or call me. Even if you're filing for bankruptcy, it may be beneficial to cooperate.

Thank you,

Gregg Rappaport

EXIT King Realty

GreggR99@gmail.com

(941) 232-3328

